

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 1**

I.N.S.A., Inc.,

Employer,

and

Case 01-RC-288998

United Food & Commercial Workers Union,
Local 1445

Petitioner.

PETITIONER'S OBJECTIONS TO CONDUCT AFFECTING RESULTS OF ELECTION

On May 9, 2022, a vote count was held in this matter in which it was determined that challenged ballots were determinative of the outcome. The Union hereby objects to conduct affecting the results of the election. Unless stated otherwise, all conduct alleged to be objectionable occurred at the Employer's facility in Salem, Massachusetts in which the employees in the petitioned-for unit work.

Objection No. 1 Starting around January 18, 2022, and continuing thereafter throughout the critical period, the Employer stationed a number of high-ranking managers in areas of the store where employees work and in the employee break room to an unprecedented degree, including (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C), which created an impression of increased and enhanced monitoring of employees.

Objection No. 2 By engaging in the conduct described above in Objection No. 1, the Employer created an impression that employees were being monitored more closely because they engaged in Union activity in violation of Section 8(a)(1) of the Act.

Objection No. 3 By engaging in the conduct described above in Objection No. 1, the Employer created an impression of surveillance of Union activity in violation of Section 8(a)(1) of the Act.

Objection No. 4 Starting around January 18, 2022, and continuing throughout the critical period, the Employer provided employees the benefit of greater access to managers above the store level by stationing high-ranking managers in the store as described above in Objection No. 1, making them available for conversation with employees, and encouraging them to speak with the managers.

Objection No. 5 By the conduct described above in Objection No. 4, the Employer conferred a benefit upon employees in order to discourage Union activity in violation of Section 8(a)(1).

Objection No. 6 Starting on or about January 18, 2022, the Employer granted a benefit to employees by surveying them about their scheduling preferences and then using the survey results to make changes to the schedule to better conform to employee preference.

Objection No. 7 By the conduct described above in Objection No. 6, the Employer conferred a benefit on employees in order to discourage Union activity in violation of Section 8(a)(1).

Objection No. 8 Starting after about January 18, 2022, and continuing, the Employer hired a large number of employees into the petitioned-for bargaining unit in order to dilute the Union's majority support in violation of Section 8(a)(1).

Objection No. 9 The Employer violated Section 8(a)(1) by training the new hires described above in Objection No. 8 in its Springfield, Massachusetts dispensary rather than the Salem, Massachusetts facility at issue in order to prevent pro-Union employees and the Union more generally from communicating with them.

Objection No. 10 On or about January 28, 2022, the Employer discriminated against employees because of and in order to discourage Union activity in violation of Section 8(a)(3) by resurrecting a dormant rule requiring the door to the cash room to be closed, or at least by more strictly enforcing it.

Objection No. 11 On or about (b) (6), (b) (7)(C) 2022, the Employer issued a final warning to (b) (6), (b) (7)(C) because of and in order to discourage Union activity.

Objection No. 12 In or around late January or February 2022, by (b) (6), (b) (7)(C), the Employer announced a new benefit to employees in that it was implementing the Zipline app to improve communications with employees.

Objection No. 13 By the conduct described above in Objection No. 12, the Employer offered a benefit to employees in order to discourage Union activity in violation of Section 8(a)(1).

Objection No. 14 In or around late January or February 2022, by (b) (6), (b) (7)(C), the Employer announced a new benefit to employees in that it was implementing the 7Shifts scheduling system.

Objection No. 15 By the conduct described above in Objection No. 14, the Employer offered a benefit to employees in order to discourage Union activity in violation of Section 8(a)(1).

Objection No. 16 In or around February 2022, the Employer implemented a new benefit when it began using the 7Shifts scheduling system described above in Objection No. 14.

Objection No. 17 By the conduct described above in Objection No. 16, the Employer conferred a benefit on employees in order to discourage Union activity in violation of Section 8(a)(1).

Objection No. 18 In or around early February 2022, by (b) (6), (b) (7)(C), the Employer solicited grievances from employees in a manner that departed from the Employer's practice before the Union's campaign.

Objection No. 19 By the conduct described above in Objection No. 18, the Employer violated Section 8(a)(1) by soliciting grievances in order to discourage Union activity.

Objection No. 20 In or around early February 2022, the Employer discriminatorily deleted Google reviews in support of the Union in violation of Section 8(a)(1) of the Act.

Objection No. 21 In or around early February 2022, by (b) (6), (b) (7)(C), the Employer offered to inventory employees the opportunity to purchase an eighth of an ounce (3.5 grams) of cannabis flower for \$1, a discount benefit that substantially exceeded the value of items previously discounted for employees.

Objection No. 22 By the conduct described above in Objection No. 21, the Employer offered and conferred a benefit upon employees in order to discourage Union activity in violation of Section 8(a)(1) of the Act.

Objection No. 23 On or about February 4, 2022, the Employer improperly affected employees' free choice in the election by mandating that employees attend meetings in which the Employer communicated its opposition to the Union.

Objection No. 24 By the conduct described above in Objection No. 23, the Employer also violated Section 8(a)(1).

Objection No. 25 On or about (b) (6), (b) (7)(C) 2022, the Employer issued a final warning to (b) (6), (b) (7)(C) because of and in order to discourage Union activity.

Objection No. 26 On or about (b) (6), (b) (7)(C) 2022, the Employer discharged (b) (6), (b) (7)(C) because of and in order to discourage protected concerted activity and Union activity in violation of Section 8(a)(1) and (3).

Objection No. 27 On or about February 11, 2022, the Employer improperly affected employees' free choice in the election by mandating that employees attend a meeting in which the Employer communicated its opposition to the Union.

Objection No. 28 By the conduct described above in Objection No. 27, the Employer also violated Section 8(a)(1).

Objection No. 29 On or about February 11, 2022, by (b) (6), (b) (7)(C) and/or (b) (6), (b) (7)(C) at a group meeting, the Employer soliciting grievances from employees in a manner that departed from the Employer's practice before the Union's campaign.

Objection No. 30 By the conduct described above in Objection No. 29, the Employer solicited grievances in order to discourage Union activity in violation of Section 8(a)(1) of the Act.

Objection No. 31 On or about February 11, 2022, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) at a group meeting separate from that described in Objection No. 29, the Employer soliciting grievances from employees in a manner that departed from the Employer's practice before the Union's campaign.

Objection No. 32 By the conduct described above in Objection No. 31, the Employer solicited grievances in order to discourage Union activity in violation of Section 8(a)(1) of the Act.

Objection No. 33 On or about (b) (6), (b) (7)(C) 2022, the Employer discharged (b) (6), (b) (7)(C) because of and in order to discourage Union activity.

Objection No. 34 Starting at least in around mid-February 2022, if not sooner, the Employer violated Section 8(a)(1) of the Act by monitoring (b) (6), (b) (7)(C) more closely under circumstances creating the impression that this was because of (b) (6), (b) (7)(C) Union activities.

Objection No. 35 In or around mid-February 2022, the Employer discriminatorily removed a poster on a bulletin board for an event in support of the Union in violation of Section 8(a)(1).

Objection No. 36 On or about March 11, 2022, by (b) (6), (b) (7)(C), the Employer violated Section 8(a)(1) when (b) (6), (b) (7)(C) overbroadly directed (b) (6), (b) (7)(C) not to engage in any Union activity during working hours, as opposed to just working time.

Objection No. 37 On or about March 11, 2022, by (b) (6), (b) (7)(C), violated Section 8(a)(1) by discriminatorily directing (b) (6), (b) (7)(C) not to speak about the Union while working while permitting employees to discuss other subjects.

Objection No. 38 On or about March 11, 2022, by (b) (6), (b) (7)(C), violated Section 8(a)(1) by characterizing protected Union activity by (b) (6), (b) (7)(C) as harassment.

Objection No. 39 On or about March 15, 2022, by (b) (6), (b) (7)(C), the Employer directed (b) (6), (b) (7)(C) not to talk about the Union while at the store in violation of Section 8(a)(1).

Objection No. 40 On or about March 15, 2022, by (b) (6), (b) (7)(C), the Employer violated Section 8(a)(1) by characterizing protected Union activity by (b) (6), (b) (7)(C) as harassment.

Objection No. 41 On or about March 15, 2022, the Employer harassed (b) (6), (b) (7)(C) by falsely accusing (b) (6), (b) (7)(C) of trying to get another employee discharged because of and in order to discourage Union activity and Board-related activity in violation of Section 8(a)(3) and (4).

Objection No. 42 On or about (b) (6), (b) (7)(C), 2022, Employer subjected (b) (6), (b) (7)(C) to a lengthy meeting in which (b) (6), (b) (7)(C) was questioned and counseled about (b) (6), (b) (7)(C) conduct. By this conduct on its own and in conjunction with the conduct described above in Objections No. 36-41, the Employer engaged in closer supervision and harassment of (b) (6), (b) (7)(C) because of and in order to discourage Union activity and Board-related activity in violation of Section 8(a)(3) and (4).

Objection No. 43 On or about (b) (6), (b) (7)(C), 2022, (b) (6), (b) (7)(C) went out of work on extended leave because of the Employer's unlawful conduct directed at (b) (6), (b) (7)(C) including but not limited to the conduct described above in Objections No. 11, 34, and 36-42. As such, the Employer constructively suspended (b) (6), (b) (7)(C) because of and in order to discourage Union activity and Board-related activity in violation of Section 8(a)(3) and (4).

Respectfully submitted,

United Food & Commercial Workers Union, Local
1445

by its attorneys,

/s/ G. Alexander Robertson

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Date: May 16, 2022

CERTIFICATE OF SERVICE

I hereby certify that, on May 16, 2022, a true copy of the above document was served via electronic mail upon counsels for the Employer Jonathan Keselenko at jak@foleyhoag.com and James Fullmer at jfullmer@foleyhoag.com.

/s/G. Alexander Robertson

G. Alexander Robertson